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ALPHA & OMEGA SEMICONDUCTOR,  
LTD.

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA  
SAN FRANCISCO DIVISION

ALPHA & OMEGA SEMICONDUCTOR,  
INC., a California corporation; and  
ALPHA & OMEGA SEMICONDUCTOR,  
LTD., a Bermuda corporation,

Plaintiffs and Counterdefendants,

v.

FAIRCHILD SEMICONDUCTOR  
CORP., a Delaware corporation,

Defendant and Counterclaimant.

AND RELATED COUNTERCLAIMS

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CREW LLP  
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Counterclaimant  
FAIRCHILD SEMICONDUCTOR CORP.

Case No. C 07-2638 JSW (EDL)  
(Consolidated with Case No. C 07-2664 JSW)

**STIPULATION AND [PROPOSED]  
ORDER REGARDING AOS'S MOTION  
FOR A PROTECTIVE ORDER  
PURSUANT TO CIVIL L.R. 7 TO  
PROHIBIT DISCLOSURE OF  
CONFIDENTIAL INFORMATION TO  
RICHARD BLANCHARD**

**STIPULATION**

WHEREAS Alpha & Omega Semiconductor, Inc., Alpha & Omega Semiconductor, Ltd. (collectively "AOS") and Fairchild Semiconductor Corp. ("Fairchild") are parties to the above captioned matters;

WHEREAS AOS filed a Motion for a Protective Order Pursuant to Civil L.R. 7 to Prohibit Disclosure of Confidential Information to Richard Blanchard ("Motion for a Protective Order") (Docket #79);

WHEREAS on December 18, 2007, the Court conducted a hearing on AOS's Motion for a Protective Order and ordered the parties to engage in further meet and confer efforts to discuss possible terms on which Dr. Blanchard could have access to information that AOS designates as "Highly Confidential – Attorneys' Eyes Only" or "Confidential" pursuant to the Protective Order entered in this case ("AOS confidential information");

WHEREAS the Court continued the hearing on AOS's Motion for a Protective Order until January 22, 2008, and ordered the parties to submit a joint update by January 15, 2008 detailing the results of their meet and confer efforts;

WHEREAS, Fairchild reserves the right in the future to request that Dr. Blanchard be permitted to access AOS confidential information not addressed in the agreement set forth below;

WHEREAS the parties have met and conferred as ordered and reached an agreement on the following terms, in addition to those set forth in the Protective Order, on which Dr. Blanchard may have access to AOS confidential information:

Until three (3) years have passed after the earlier of (1) the conclusion of this litigation or (2) the last day on which AOS confidential information is disclosed to Fairchild:

- (a) Dr. Blanchard will only have access to AOS confidential information regarding the technical design, manufacture, or operation of AOS's low-voltage (*i.e.*, 200V or less) trench power MOSFET devices. Dr. Blanchard will be prohibited from reviewing any information that does not concern these products, including but not limited to AOS confidential information concerning high-voltage (*i.e.*, more than 200V) or planar products;
- (b) Dr. Blanchard will not have access to any AOS confidential information regarding AOS's agreements with its foundries, including without limitation the terms of agreements with foundries or assembly sub-contractors, including but not limited to wafer pricing and quantities, and volumes for any foundry manufacturing;

- 1 (c) Dr. Blanchard will abstain from any involvement in consulting activities—  
2 including but not limited to research, product development, engineering,  
3 manufacturing activities, or intellectual property development—relating to low-  
4 voltage trench power MOSFET products and technology, except that Dr.  
Blanchard shall be allowed to consult on this litigation for Fairchild as well as on  
the litigation currently pending between AOS and Siliconix;
- 5 (d) Dr. Blanchard will abstain from being a named inventor on or otherwise authoring  
6 or filing any patent application in the field of low-voltage trench power MOSFET  
7 technology. To allow Dr. Blanchard to pursue intellectual property based on ideas  
8 he has developed prior to reviewing AOS's confidential information, Dr.  
9 Blanchard will not be given access to any AOS confidential information until  
February 11, 2008, during which time Dr. Blanchard may file applications for  
patents, which he may continue to pursue after February 11, 2008 so long as he  
does not add any new matter to the applications on file as of February 11, 2008;  
and
- 10 (e) Dr. Blanchard will abstain from authoring any paper or publication, in the field of  
11 low-voltage trench power MOSFET technology, except that Dr. Blanchard shall be  
12 allowed to author papers or publications concerning historical developments in the  
13 field of low-voltage trench power MOSFET technology that are reviewed and  
14 approved by AOS before publication. Dr. Blanchard shall tender any draft of a  
15 historical paper or publication to AOS for review and approval no later than forty-  
five (45) days before the anticipated publication date. Dr. François Hébert, or  
another designated representative of AOS, will review and approve for publication  
any draft of a historical paper or publication within twenty (21) after receiving the  
draft so long as the draft does not contain, reflect, or reveal any AOS confidential  
information.

16 IT IS THEREFORE STIPULATED by and between the parties, through their undersigned  
17 counsel of record that Fairchild and Dr. Blanchard will comply with the above terms, in addition  
18 to those set forth in the Protective Order, regarding Dr. Blanchard's access to AOS confidential  
19 information. In light of Fairchild and Dr. Blanchard's agreement to comply with these terms,  
20 AOS withdraws its Motion for a Protective Order.

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1 IT IS SO AGREED AND STIPULATED.

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3 Dated: January 15, 2008

MORGAN, LEWIS & BOCKIUS LLP

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5 By: /s/ Andrew J. Wu  
6 Andrew J. Wu  
7 Attorneys for Plaintiffs and  
8 Counterdefendants  
9 ALPHA & OMEGA SEMICONDUCTOR,  
10 LTD., AND ALPHA & OMEGA  
11 SEMICONDUCTOR, INC.

12  
13 Dated: January 15, 2008

TOWNSEND AND TOWNSEND AND  
CREW LLP

14 By: /s/ Matthew R. Hulse  
15 Matthew R. Hulse  
16 Attorneys for Defendant and  
17 Counterclaimant  
18 FAIRCHILD SEMICONDUCTOR  
19 CORPORATION  
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**[PROPOSED] ORDER**

Pursuant to the parties' stipulation set forth above,

**IT IS SO ORDERED.**

Dated:

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HON. ELIZABETH D. LAPORTE  
UNITED STATES MAGISTRATE JUDGE

1 Pursuant to General Order No. 45, Section X(B) regarding signatures, I, Andrew J. Wu,  
2 attest that concurrence in the filing of this document has been obtained from each of the other  
3 signatories. I declare under penalty of perjury under the laws of the United States of America that  
4 the foregoing is true and correct. Executed this 15 day of January, 2008, at Palo Alto, California.

5 /s/ Andrew J. Wu

6 Andrew J. Wu  
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